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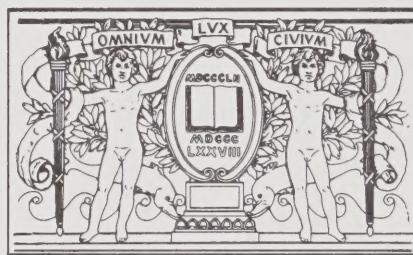
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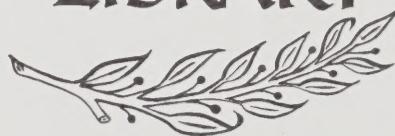
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A B C D, INC.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

Personnel Policies Manual

May 24, 1966

014-1616

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: I General

DESCRIPTION: Table of Contents

EFFECTIVE DATE: May 24, 1966 APPROVED BY: Board of Directors

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To New ABCD Employee:

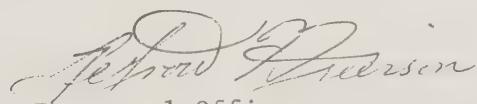
Welcome to Action for Boston Community Development, Inc.

We hope you will find satisfaction with us and that our association will be mutually beneficial.

The purpose of this manual is to provide under one cover personnel policies and related instructions and information for the guidance of all departments and divisions of Action for Boston Community Development, Inc.

Policies may be changed from time to time as new conditions arise or experience suggests and if so, you will be notified as to the change or changes.

If you have any questions or suggestions regarding this manual or related matters, please direct your inquiries and/or suggestions to your supervisor.



Alfred H. Peterson
Personnel Officer

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: I General

DESCRIPTION: Definition of Terms

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APPROVED BY: Board of Directors

For convenience, the pronouns "he", "him", and "his" will be used in the generic sense to include both male and female employees.

1. STAFF: Personnel chiefly responsible for the internal operations of ABCD.
2. DEPARTMENT HEADS: Personnel charged with administrative responsibility and the operation and supervision of departments and divisions.
3. FULL-TIME EMPLOYEES: Persons employed for thirty-five (35) or more hours per work week, on a usual five (5) day, Monday through Friday period. Different work weeks may exist in delegate agencies.
4. PERMANENT EMPLOYEES: Personnel who are employed for an indefinite period, and who have satisfactorily completed a three months probationary period.
5. TEMPORARY EMPLOYEES: Personnel who are hired for a specific time period with a planned termination date.
6. PART-TIME EMPLOYEES: Employees who work less than the regular full time work week of thirty-five (35) hours.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: I General

DESCRIPTION: Definition of Terms

Page 3 of 31 Pages

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7. CONSULTANTS: Independent contractors, performing a specific job under the terms of a contract.

8. PROFESSIONAL: Describes persons engaged in one of the professions characterized by or conforming to the technical or ethical standards of said profession.

9. CLERICAL: One who fulfills the following or similar job functions: secretary, steno-clerk, clerk-typist, clerk, switchboard operator, receptionist, machine operator, messenger, bookkeeper, etc.

10. OVERTIME: Time that is worked in excess of seven (7) hours per day or forty (40) hours per week, or time worked on Saturdays, Sundays or legal holidays.

11. COMPENSATORY TIME: Time that is accumulated on an overtime basis which is recognized by an equal amount of time off in lieu of overtime pay.

12. FRINGE BENEFITS: Includes sick and health benefits, retirement plans, optional time off, etc.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: II Personnel Policies

DESCRIPTION: Basic Principles Page 4 of 31 Pages

EFFECTIVE DATE: May 24, 1966 APPROVED BY: Board of Directors

BASIC PRINCIPLES

- a. The policies contained herein shall in no way supersede or conflict with directives of funding agencies. Should a conflict occur in the future, directives of funding agencies shall take precedence.
- b. Appointments, promotions and other personnel actions affecting the status or compensation of employees shall be based on merit, ability and qualifications.
- c. There shall be no discrimination against employees or against applicants for employment, assignments or promotions, or for any change of status on account of race, creed, color, national origin, sex or any political or union affiliations.
- d. ABCD will adhere to both the spirit and the letter of all legislation designed to eliminate discrimination in employment.
- e. Vacancies shall be filled in accordance with appendix "a" in cooperation with Area Planning committees and other related organizations as may affect the interest of ABCD. Before vacancies are filled, timely notice will be given to all departments and units of ABCD, affording present personnel an opportunity to apply.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: II Personnel Policies

DESCRIPTION: Deportment

Page 5 of 31 Pages

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

DEPORTMENT:

- a. Employees will be expected to refrain from any action and to avoid making any public statements which might bring criticism upon the agency.

SECURITY of INFORMATION

- a. Employees shall exercise discretion and tact in regard to matters of official business. They may not communicate to any person information known to them which has not been made public, except in the course of their duties or by authorization of the Executive Director, nor may they at any time use such information for private advantage.
- b. The Federal Government requires that employees of agencies conducting operations under the Economic Opportunity Act of 1964 shall be persons "of good character and reputation". For example, conviction of a crime involving moral turpitude would be strong indication that the particular applicant did not meet these standards. Manifestation of disloyalty to the United States or membership in subversive organizations, or a lack of sympathy with the objectives of the Economic Opportunity Act is inconsistent with employment by ABCD.
- c. ABCD is a non-partisan organization, serving all without regard to race, creed, color or outside affiliation. Employees will not engage in outside activities during the hours of actual employment,

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: II Personnel Policies

DESCRIPTION: Department Page 6 of 31 Pages

EFFECTIVE DATE: May 24, 1966 APPROVED BY: Board of Directors

nor may any ABCD employee engage in partisan political
¹ activities. Violation of the above requirements shall be
a basis for termination of employment.

GIFTS AND GRATUITIES:

Employees of ABCD and any of its delegate agencies are prohibited from accepting gifts, money and gratuities from persons receiving benefits or services under the Community Action Program or performing services under contract or who ² are otherwise in a position to benefit from an employee action.

1. Office of Economic Opportunity, CAP Mem. No.23, March 3, 1966
2. Ibid.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: II Personnel Policies

DESCRIPTION: Employment Ineligibility Page 7 of 31 Pages

EFFECTIVE DATE: May 24, 1966 APPROVED BY: Board of Directors

- a. No person who serves as a voting member of the governing body, the neighborhood council, or other major policy advisory body of ABCD, may be employed by ABCD, or any of its delegate agencies, excepting staff directors of delegate agencies.
- b. No person whose employment is supported by funds from the Office of Economic Opportunity shall hold any position over which any member of his immediate family or household has authority or responsibility, either as a member of the governing body or as an employee of ABCD, or any of its delegate agencies which recommend personnel actions.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: III Work Conditions

Page 8 of 31 Pages

DESCRIPTION: Probationary Period and Performance Rating

EFFECTIVE DATE: May 24, 1966 APPROVED BY: Board of Directors

PROBATIONARY PERIOD AND PERFORMANCE RATING:

- a. The first three (3) months of employment shall be a probationary period. At any time during the probationary period the department head may recommend the termination of the employee.
- b. Not later than ten working days prior to the end of the employee's probationary period the department head will recommend in writing to the Deputy Executive Director either that the probationary employee be retained or terminated.
- c. The performance of each regular employee will be rated by his Department Supervisor toward the end of the employee's probationary period, and thereafter, at least once a year.

Tenure of Employment:

Employees hired in connection with a specific program operated by ABCD are assured tenure only to the extent of the availability of funds for the financing of the program for which they are hired.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: III Work Conditions

DESCRIPTION: Working Schedules

Page 9 of 31 Pages

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

WORKING SCHEDULES:

- a. The basic work week consists of thirty-five (35) hours, from Monday through Friday. Office hours are from 9:00 a.m. to 5:00 p.m. daily.
- b. One (1) hour daily shall be set aside for lunch for every full-time employee, in accordance with a suitable daily work schedule to be determined by his supervisor.
- c. A ten (10) minute rest period, twice a day (morning and afternoon) may be taken, provided that adequate coverage for offices, desks, the switchboard, telephones, etc., is arranged.
- d. Part-time employees shall work in accordance with prearranged schedules.
- e. Clerical employees who are absent from work and whose absence is not chargeable to vacation, optional holiday, or sick leave, may, at the discretion of the department head or supervisor, make up the time lost by working at times other than regular working hours, unless a temporary employee has been hired, or funds have been spent to replace the absentee.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: III Work Conditions

DESCRIPTION: Salaries

Page 10 of 31 Pages

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

SALARIES:

a. Each employee shall be paid on a regular weekly basis.

ABCD's pay period commences on Monday and ends on Sunday, with the pay day occurring on the following Friday.

Should a pay day coincide with a non-scheduled working day, pay checks will be distributed on the preceding working day.

b. ABCD's firm policy is that there will be no advances made on payrolls, with the exception of vacation pay which will be paid the Friday preceding the vacation period.

c. All employees, other than salaried employees, will be paid straight time for the first forty (40) hours worked, with time and one half ($1\frac{1}{2}$) being paid for hours in excess of eight (8) in any given day and forty (40) in any given week, with exceptions noted as follows:

Time worked on Saturdays shall be paid completely at time and one half ($1\frac{1}{2}$); time worked on Sundays shall be paid at double time; and legal holidays shall be paid at straight time in addition to the regular holiday pay.

d. Employees may be granted periodic salary increments, not to exceed three percent annually.¹

¹ Office of Economic Opportunity, CAP Memo No. 23, March 3, 1966

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: III Work Conditions

DESCRIPTION: Termination

Page 11 of 31 Pages

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

TERMINATION:

a. Voluntary: All full-time employees voluntarily terminating their employment with ABCD will be expected to give advance notice in writing to the Executive Director through his department head as follows:

Professional employees - one month

Clerical employees - two weeks

The employee will be paid for vacation earned in accordance with ABCD vacation policies, and will be granted retirement benefits when earned.

b. Involuntary:

(1) For Causes Beyond an Employee's Control:

An employee whose employment is involuntarily terminated for causes beyond his control, such as reorganization or unscheduled or unanticipated termination of a program, shall receive notice as follows:

Professional Employees - 30 days written notice

Clerical Employees - 2 weeks written notice

Severance benefits for such terminations, in addition to the vacation and retirement benefits cited above in connection with voluntary terminations will be as follows:

(a) Waiving of the requirement of two full years of employment for "vesting" in an employee of the

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: III Work Conditions

DESCRIPTION: Termination

Page 12 of 31 Pages

EFFECTIVE DATE: May 24, 1966

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employer's pension plan contributions.

In the instance of reorganization, an employee's severance benefits will not be jeopardized by the fact that he feels unable to accept a position other than the one for which he was originally hired.

(2) For Causes Within the Control of an Employee:

Gross misconduct, unsatisfactory performance of duty, or falsification of statements will be cause for dismissal.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: III Work Conditions

DESCRIPTION: Time Sheets

Page 13 of 31 Pages

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

TIME SHEETS:

Time and attendance sheet procedure will be in accordance with
Appendix C.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: III Work Conditions

DESCRIPTION: Compensatory Time

Page 14 of 31 Pages

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

COMPENSATORY TIME:

Clerical Employees:

It is expected that clerical employees working overtime hours will normally receive overtime pay in accordance with the policy outlined on Pages 15 and 16 of this manual. However, this does not preclude arrangements between clerical employees and their department heads whereby time off may be taken in lieu of overtime pay. Compensatory time in lieu of overtime will be granted only with mutual consent of employee and department head.

Professional Employees:

Professional employees are hired to do a job, not to put in a certain number of hours per day or week. This being so, it is recognized that a program or project may require work on the part of such employees beyond regular working hours. Compensatory time may be authorized by the Department Head with the approval of the Executive Director providing said compensatory time is taken within a reasonable period of time from that time actually worked. Compensatory time does not accrue on a yearly basis.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: III Work Conditions

DESCRIPTION: Overtime

Page 15 of 31 Pages

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

OVERTIME:

- a. Overtime work, as a general rule, is not conducive to good administration and should be kept to a minimum; however, from time to time it may become necessary to authorize overtime.
- b. In accordance with the provisions of the "Fair Labor Standards Act", the Labor Laws of Massachusetts and the policies of ABCD, overtime by any full-time or part-time non-professional employee may be accumulated for time worked in excess of the normal work week.
- c. At the time of an employee's appointment, the Personnel Officer shall designate whether his status is professional or otherwise and shall advise him as to his eligibility for overtime.
- d. Non-professional employees shall accrue overtime credit and be compensated commensurate with their rate of salary.
- e. All overtime must have prior approval of the department head on forms as provided.
- f. Employees eligible for overtime payment will be paid on the following basis:
 1. Straight time for eighth hour of work in a regular work day.
 2. Time and one-half hours worked beyond eight in a regular work day or forty (40) hours in a regular work week.
 3. Time and one-half for hours worked on Saturdays.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: III Work Conditions

DESCRIPTION: Overtime

Page 16 of 31 Pages

EFFECTIVE DATE: May 24, 1966

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4. Double time for hours worked on Sundays.
5. Straight time in addition to regular holiday pay for hours worked on holidays.

The above conditions are not applicable to make-up time.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: IV Leave

DESCRIPTION: Annual Leave

Page 17 of 31 Pages

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

ANNUAL LEAVE

a. All regular employees are entitled to vacation with pay in accordance with the following schedule:

| <u>Vacations for Professional Staff</u> | <u>Accrual Rates Per Month</u> |
|---|--------------------------------|
| After 1 year - 2 weeks | .83 days |
| After 2 years - 3 weeks | 1.25 days |
| After 3 years - 4 weeks | 1.67 days |

Vacations for Clerical and Others

| | |
|-------------------------|-----------|
| After 1 year - 2 weeks | .83 days |
| After 3 years - 3 weeks | 1.25 days |

b. Part-time employees will accrue annual leave in proportion to the amount of time worked (i.e., if a part-time employee works half-time, he will receive one half the number of days normally credited to a full-time employee).

c. After one year of paid employment, two weeks' vacation is earned, one week of which may be taken after six months of employment.

d. Employees should take vacations at times which are convenient for the department in which they work. The determination of such times is the responsibility of department heads. Individual preferences will be considered, providing adequate department coverage is maintained.

e. Should a legal holiday occur during an employee's annual leave, he will be allowed to take an extra day to compensate for the

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: IV Leave

DESCRIPTION: Annual Leave

Page 18 of 31 Pages

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same. Should an employee become ill while on annual leave, he may, with a medical certificate, substitute the period of illness as sick leave in lieu of vacation leave.

f. Operating Procedures:

1. Vacation rights accrue from the date of employment, according to the Table in paragraph "a".
2. No vacation rights will be paid for or taken prior to six months of employment.
3. Vacations earned in any calendar year must be taken no later than the following calendar year, unless otherwise approved by the department head with the consent of the Executive Director.
4. An employee assigned to a funded project will take his vacation within the funded period thereof unless other funding assures coverage of the expense to ABCD.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: IV Leave

DESCRIPTION: Legal Holidays

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EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

LEGAL HOLIDAYS

ABCD recognizes the following Massachusetts legal holidays.

All full-time employees are compensated as usual when such a holiday occurs on a regular working day, or falls on a Sunday and is observed on the following Monday:

| | |
|--------------------------|--------------------------|
| 1. New Year's Day | January 1 |
| 2. Washington's Birthday | February 22 |
| 3. Patriots' Day | April 19 |
| 4. Memorial Day | May 30 |
| 5. Bunker Hill Day | June 17 |
| 6. Independence Day | July 4 |
| 7. Labor Day | 1st Monday in September |
| 8. Columbus Day | October 12 |
| 9. Veterans' Day | November 11 |
| 10. Thanksgiving Day | 4th Thursday in November |
| 11. Christmas Day | December 25 |

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: IV Leave

DESCRIPTION: Optional Time Off

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EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

OPTIONAL TIME OFF:

- a. Each full-time staff member upon employment approval will be allowed three (3) additional days off per year with pay (optional time off) which may be taken with the approval of both his department head and the Executive Director. An employee may take these three days singly or together. The chief purpose of optional time off is to make allowances for religious observances, funerals (if in the immediate family) or for personal emergencies. Optional Holidays are to be used for the general purposes outlined in this section, otherwise they will be forfeited. No employee may receive cash in lieu of Optional Holidays.
- b. Optional holidays do not accumulate from year to year.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: IV Leave

DESCRIPTION: Sick Leave

Page 21 of 31 Pages

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

SICK LEAVE

- a. Sick leave shall be allowed to all permanent and probationary employees on the basis of $1\frac{1}{4}$ days per month, or fifteen days per calendar year (based on a five-day week), effective from the date of employment. Part-time employees will accrue sick leave in proportion to the amount of time worked.
- b. Unused sick leave may be accumulated up to a maximum of forty-five (45) days.
- c. An employee absent because of illness must call his office before 10:00 a.m. daily, unless physically unable to do so, otherwise, the day will be charged to annual vacation or to leave without pay.
- d. A doctor's certificate may be required by the department head in the case of sick leave taken for three or more days consecutively.
- e. Extended leave without pay for prolonged illness may be granted by the department head with the approval of the Executive Director.
- f. Cases of chronic absence or apparent abuse of the sick leave provisions will be reviewed by the employee's department head who will recommend termination in appropriate cases.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: IV Leave

DESCRIPTION: Leave of Absence

Page 22 of 31 Pages

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

LEAVE OF ABSENCE

- a. ABCD Personnel may take a leave of absence when called for jury duty or for reserve military training.
- b. In the case of jury duty or reserve military training, the employee will be paid the difference, if any, between what he received for such training or jury duty and his normal salary.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: IV Leave

DESCRIPTION: Leave of Absence Without Pay Page 23 of 31 Pages

EFFECTIVE DATE: May 24, 1966 APPROVED BY Board of Directors

LEAVE OF ABSENCE WITHOUT PAY

Upon written request and with the approval of the department head and the Executive Director or his administrative assistant, full-time personnel may take leave of absence without pay for periods not exceeding three months, with no accrual of benefits, i.e., vacation, sick leave, etc.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: IV Leave

DESCRIPTION: Conferences and Conventions: Page 24 of 31 Pages

EFFECTIVE DATE: May 24, 1966 APPROVED BY: Board of Directors

CONFERENCES AND CONVENTIONS:

- a. Upon written request, and with the written approval of the department head and the Executive Director or his administrative assistant, full-time personnel may be granted time off with no loss in pay to attend conferences or ceremonial events which are deemed directly beneficial to his working performance.
- b. Expenses (i.e., travel, housing and meals) will be reimbursed upon presentation of approved vouchers and with the approval of the Executive Director.
- c. Employees shall make written reports of the meetings or conferences for which time off is granted.

REQUESTS FOR TRAVEL:

Requests for advance payment for travel or conference expense must be submitted to the Accounting Department no later than four working days before the funds are required.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: IV Leave

DESCRIPTION: Transportation

Page 25 of 31 Pages

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

TRANSPORTATION:

Local public transportation facilities should be used in lieu of organization rented cars and taxis whenever feasible. Reimbursement of travel expenses will not exceed the minimum charge for available public transportation. Expenses for travel beyond a radius of 25 miles of the office of ABCD, Inc., will not be reimbursed without prior authorization by the department head and approved by the Executive Director or his designee.

PERSONAL CARS:

Reimbursement for automobile expense is made only when the car is required for the official business of ABCD, Inc., in which case mileage may be charged at 10¢ per mile. Mileage is computed from the Office of ABCD, Inc., unless the employee's business is of such nature as to begin elsewhere. When the use of a personal car has been authorized, reimbursement may be made for necessary parking and tolls.

All personnel who use the motor vehicles owned or leased by ABCD, Inc., will be required to sign a certificate by which they will agree to assume financial responsibility for any fines incurred by them while using vehicles owned or leased by ABCD, Inc. This responsibility should be discharged by paying the fine when the violation occurs. However, any individual who is negligent and

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: IV Leave

DESCRIPTION: Transportation

Page 26 of 31 Pages

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does not pay the fine so that the auto rental company requires us to pay it, will, by the terms of the certificate, be required to reimburse ABCD, Inc., at the time we are billed by the auto rental company.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: V Benefits

DESCRIPTION: Fringe Benefits

Page 27 of 31 Pages

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

FRINGE BENEFITS:

- a. Probationary employees shall receive fringe benefits as of the date of their employment. Should any employee terminate before attaining permanent status, any overdrawals of fringe benefits will be deducted from their final check.
- b. Temporary employees who are changed to permanent status shall receive fringe benefits from the date of permanent employment.
- c. Fringe benefits do not accrue during any Leave Without Pay status.
(Employee may continue health benefits plan within the ABCD Group, by pre-payment of full premiums.)

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: V Benefits

DESCRIPTION: Workmen's Compensation

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EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

WORKMEN'S COMPENSATION:

- a. All ABCD, Inc., employees are afforded coverage under the Massachusetts Workmen's Compensation Laws.
- b. All accidents occurring during working hours must be reported immediately to the Personnel Officer and in any event, no later than twenty-four (24) hours after they occur.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: V Benefits

Page 29 of 31 Pages

DESCRIPTION: Employee Benefits-Retirement Plan

EFFECTIVE DATE: May 24, 1966 APPROVED BY: Board of Directors

EMPLOYEE BENEFITS

Social Security (FICA Federal Insurance Contribution Act):

This requires contribution on the part of employee. Deductions are made as required by law.

Health & Insurance Plan

ABCD, participates in the Blue Cross and Blue Shield plan contributing 50% of the cost. All eligible full-time employees not currently enrolled in the plan, may join the ABCD plan within 30 days of employment, subject to their being accepted by the insurance carrier. (See Appendix C)

Retirement Plan

- a. To continue with the present retirement plan at least 75% of the eligible employees must be members of it.
- b. Each permanent employee of ABCD, who works 17½ hours per week or more, desiring to join the retirement plan must make application no later than the first day of July following his employment. A notice will be circulated to all employees, within reasonable time of the cut-off date, advising them of the approaching deadline and their rights of participation.
- c. The retirement income under the plan will be in addition to any payments he may receive from Social Security, or other retirement plans.
- d. For complete information see Appendix D.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: V Benefits

DESCRIPTION: Group Life Insurance

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EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

GROUP LIFE INSURANCE:

ABCD, Inc., provides group life insurance for all full-time employees who are not enrolled in the employee pension plan. Under this group plan, the life insurance coverage is provided at no expense to the employee. The insurance coverage will match the annual salary of the individual employee up to a maximum of \$20,000. and will be effective the first of the month following the date of employment. When an employee enrolls in the pension plan, this insurance automatically terminates and the same coverage is provided as a part of the pension plan benefits.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: VI Grievances

DESCRIPTION: Employer-Employee Relations Page 31 of 31 Pages

EFFECTIVE DATE: May 24, 1966 APPROVED BY: Board of Directors

EMPLOYER-EMPLOYEE RELATIONS:

An employee who claims that he has been dismissed without due cause shall be provided with an opportunity to have the action reviewed by a Grievance Committee made up of members of the governing board which shall in turn make recommendations to the full board.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: VII Appendices

DESCRIPTION: Agreement on Personnel Recruiting
and Hiring Practices

APPENDIX A

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

AGREEMENT ON PERSONNEL RECRUITING AND HIRING PRACTICES

I. ABCD, Employment Policy

All employment by ABCD, Inc., regardless of position, will be handled in the following manner:

- A. Notification - There will be notification to and consultation when requested, with all Area Planning Committees, and other related organizations working in target areas.
- B. Advertising - City-wide advertising using newspapers and other communication media.
- C. Special Consideration - Special attention to notification and advertising cited in Sections A and B above will be made in all Target Areas.

II. Interviews

Interviews for employment by ABCD, will be held in the communities to be served when required.

III. Consideration of Applicants

Applicants for employment by ABCD, will be given the following preference, provided they possess the necessary qualifications and/or experience required.

- A. Low income residents of designated poverty areas and city at large.
- B. Residents of City of Boston at large.
- C. After due and reasonable consideration for A and B of this part, applicants from outside the Boston Community will be considered.

IV. Available Positions

All available positions will be subject to procedures stated in Title I, Title II and Title III.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: VII Appendices

DESCRIPTION: Time Card

APPENDIX B

EFFECTIVE DATE: May 24, 1966 APPROVED BY: Board of Directors

Aug. 11-1966
ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: VII Appendices

DESCRIPTION: Blue Cross-Blue Shield Plan APPENDIX C

EFFECTIVE DATE: May 24, 1966 APPROVED BY: Board of Directors

- THE MOST COMPLETE PROTECTION -



BLUE CROSS[®] - BLUE SHIELD[®]
Master Medical Plan

This Plan extends the Basic Blue Cross-Blue Shield coverage to provide up to \$15,000 worth of additional benefits for each member or dependent covered under this contract.

BENEFITS FOR HOSPITALIZED PATIENTS

(All admissions except mental and maternity — see below)

Room and Board Allowance — Full coverage in semiprivate room (average semiprivate allowance toward private room) for an unlimited number of days.

Hospital Special Services — The hospital's charges for "special services" are covered in full at semiprivate rate for unlimited days. The special services include use of operating room and equipment, X rays, laboratory tests, drugs, etc.

Surgery — Members under certain incomes ("Service Benefit" members) receive full coverage in most cases for surgeon's fee. Over-income members receive Fee Schedule or 80% of customary charges, whichever is greater. "Service Benefit" members are those with incomes of \$5,000 or less for an individual, \$6,000 or less for a family of two, \$7,500 or less for a family of three or more except: (1) those who are entitled to receive similar benefits from another source; (2) those who use the services of a private duty registered nurse when not medically necessary.

Medical Care (Non-Surgical) — "Service Benefit" members are covered in full, while over-income members receive fee schedule or 80% of customary charges, whichever is greater.

Dental Surgery — Provision is made for the extraction of seven or more teeth, excision of impacted or unerupted teeth, and oral surgery.

Diagnostic Admission — Benefits are provided for physician's services, regular hospital room and board and special services during hospitalization for diagnostic studies of an injury, sickness or pregnancy.

Consultations — are provided for Prolonged Illness* during hospitalization and after discharge.

Private Duty Nursing Care — 80% of charges for Prolonged Illness with no limit; up to \$1,000 for other illnesses except routine maternity.

BENEFITS FOR MENTAL AND MATERNITY ADMISSIONS

Maternity — Up to \$100 toward hospital charges for routine delivery, plus \$75 toward obstetrician's fee and \$20 minimum for anesthesiologist.

Regular benefits are provided for miscarriages, Caesareans, or serious complications of pregnancy.

Mental or Nervous Conditions — Regular benefits toward room and board charges and hospital special services plus physician's care for unlimited days in a general hospital (60 days in a mental hospital.)

{ *The Prolonged Illnesses are listed in the Master Medical Certificate. They usually require expensive treatment and extended care, and include cancer in any form, acute rheumatic fever, active tuberculosis and fractures. }

BENEFITS FOR NON-HOSPITALIZED PATIENTS

Emergency Accident Care, Surgery and Major Endoscopies — Full coverage for hospital special services. For physician's and anesthetist's services, full coverage for "Service Benefit" members and fee schedule or 80% of customary charges, whichever is greater, for over-income members.

Outpatient and Office X Rays — Hospital benefits for diagnostic X rays are provided on a 50% basis with patient paying at least \$15. (In the physician's office the 50% payment is based on the Blue Shield Fee Schedule). Full fee schedule (or hospital charges) is allowed for a Prolonged Illness following hospitalization. X-ray therapy when rendered in lieu of surgery or for treatment of a malignancy, radium, radon and isotope therapy are covered in full for hospital charges or in accordance with fee schedule for physician's services.

Electric Shock Treatments — Benefits are provided in outpatient department of general or mental hospital, or doctor's office.

Other Health Services — The services listed below are available for any illness outside the hospital except mental illness and maternity.

For other than Prolonged Illnesses, each member covered is responsible for the first \$25 of charges in each calendar quarter and 20% of the charges over \$25.

For continuation of treatment of a Prolonged Illness condition following hospitalization, full coverage is provided for these services (except for cost of transportation and purchase price of appliances which are covered 80%). In addition, 80% of customary charges for a private duty registered nurse is allowed when related to the treatment of a Prolonged Illness.

- Physician's Care
- Services of Visiting Nurse Assoc.
- Prescription Drugs
- Necessary Appliances — full cost of rental up to purchase price or 80% of purchase price

- Laboratory and Pathology Studies
- Physical Therapy
- Nursing Home or Chronic Disease Hospital — \$8 a day toward room and board
- Transportation — 80% of cost of transportation to a hospital for special treatment.

GENERAL INFORMATION

Waiting Periods — Eight months' membership is required for new Blue Cross-Blue Shield members before benefits are allowed for treatment of certain conditions commonly of chronic duration, such as arthritis, inflammation of gall bladder, varicose veins, tonsillectomy for a child, hernia, etc. Eight months' Family Membership is required for maternity benefits.

Limitations for Pre-Existing Conditions — If you had treatment for a condition prior to your effective date, the benefits for that illness will be allowed for up to 120 days in a general hospital (60 days in a mental hospital) if waiting periods have been satisfied. Once all medical care and symptoms of the illness have ceased for a 90-day period after your membership begins, and waiting periods have been completed, the limitation is removed and the patient receives regular benefits.

FOR FULL DETAILS SEE YOUR BLUE CROSS-BLUE SHIELD MASTER MEDICAL CERTIFICATE

MASSACHUSETTS



133 Federal Street — Boston, Massachusetts 02106

OTHER OFFICES IN: Brockton • Lawrence • New Bedford • Pittsfield • Springfield • Worcester

Master Medical Certificate

MASSACHUSETTS HOSPITAL SERVICE, INC. MASSACHUSETTS MEDICAL SERVICE

HOME OFFICE
133 Federal Street, Boston 6, Massachusetts



This is to certify:

That the subscriber named on the application or any supplemental agreement and eligible members of his family are entitled to services in accordance with the terms and conditions of the application or any supplemental agreement and the provisions set forth in this certificate.

MASSACHUSETTS HOSPITAL SERVICE, INC.

ATTEST:


President


Secretary


Executive Director

BRANCH OFFICES

BROCKTON

LAWRENCE

NEW BEDFORD

PITTSFIELD

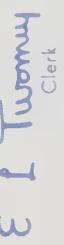
SPRINGFIELD

WORCESTER


President


Secretary


Executive Director


Clerk

Incorporated under the laws of the Commonwealth
of Massachusetts as non-profit organizations.

Your identification card or your certificate number
will identify any member of your family covered
by this certificate and must be presented in order
that Blue Cross and Blue Shield be properly
notified.

3. Progressive muscular dystrophy and myasthenia gravis.
4. Fractures of bones, laceration of tendons, amputations when a prosthesis is required, and degenerative diseases of the joints in children when artificial support is required.
5. Acute infarction of the brain or myocardium, subarachnoid hemorrhage, and chronic failure of the myocardium with persistent ascites, edema, or pulmonary congestion.
6. Ulcerative colitis, regional enteritis, fibrocystic disease of the pancreas, and cirrhosis of the liver following a shunt operation or with ascites that requires paracentesis.
7. Active tuberculosis of the lungs, bones, or lymph nodes.
8. Rheumatic fever, chorea, nephrosis, and chronic nephritis with uremia.

W. *Remitting Agent* shall mean any individual, partnership, association, or corporation which, as agent for a group of

subscribers, is under agreement to transmit to Blue Cross-Blue Shield the subscription charges collected in accordance with the terms of the contract and to deliver to subscribers in the group all notices from Blue Cross-Blue Shield. Such agent is not the agent of Blue Cross-Blue Shield.

- X.** *Service Benefit Member* shall mean any member who is covered under an *individual contract* and has a gross income from all sources of five thousand dollars (\$5,000) or less, or covered under a *family contract* of two (2) members having a combined gross income from all sources of six thousand dollars (\$6,000) or less, or covered under a family contract of three (3) or more members having a combined gross income from all sources of seven thousand five hundred dollars (\$7,500) or less, during the twelve (12) consecutive months immediately preceding the initiation of the physician's or dentist's services.
- Y.** *Subscriber* shall mean the individual with whom Blue Cross-Blue Shield has entered into a contract.
- Z.** *Surgical Services* shall mean any generally accepted surgical procedure including postoperative care.

- 1) When the amount payable by Blue Shield for diagnostic X-ray services rendered for a non-hospitalized patient is restricted. In such instances the amount paid by the patient or by the patient and Blue Shield, as the case may be, shall not exceed the total amount set forth in Fee Schedule B.
- 2) When the member undergoes a pelvic delivery.
- 3) When a member utilizes the services of a private duty nurse when, in the opinion of the attending physician or dentist, such services are not essential to proper treatment.
- 4) When the maximum allowance as indicated in Fee Schedule B has been reached for procedures rendered in a series.
- 5) When the member is entitled to receive benefits from another source for the same services or for services similar to those defined and limited herein.

b. For services rendered to an *indemnity benefit member*, or to a *service benefit member* who is subject to an additional charge because the services were rendered by a *non-participating physician* or *non-participating dentist* outside of Massachusetts, payment shall be

D. Extent of Coverage:

1. The maximum coverage for each member covered by this contract shall be fifteen thousand dollars (\$15,000) for all benefits hereunder. If any member has received benefits in the amount of fifteen thousand dollars (\$15,000), this maximum amount, or any portion thereof, may be restored on such terms as Blue Cross-Blue Shield may determine upon presentation of evidence of insurability satisfactory to Blue Cross-Blue Shield, except that the member shall be entitled to at least the following benefits thereafter with payments for services of physicians and dentists limited to Fee Schedule B:
 - a. Benefits described in Sections I A 1 through 7 for one hundred and twenty (120) days per admission to a licensed general, maternity, or acute contagious disease hospital provided the date of admission is at least ninety (90) days after the previous discharge from such a hospital.
 - b. Benefits described in Sections I B 1 b through f and I B 4.

E. Conditions under which Benefits Shall Be Provided:

1. Request for benefits shall be made to the hospital, physician, dentist, Visiting Nurse Association, or nursing home providing services by the presentation of the Blue Cross-Blue Shield identification card at the time such services are initiated. Failure to give such notification within thirty (30) days of the initiation of services shall relieve Blue Cross-Blue Shield of all responsibilities hereunder. Request for benefits for all *other health services* shall be

the greater of the amount set forth in Fee Schedule B or eighty percent (80%) of charges customarily made by physicians and dentists in the community to patients of similar income status.

3. No benefits shall be provided for services, care, or treatment for personal injuries or illnesses arising out of or in the course of employment or incurred in line of duty, nor for admissions to a hospital operated by any agency of the United States Government, nor for any services for which the member would be entitled to full or partial benefits under any municipal, State, or Federal law, regulation, or agency, if this contract were not in effect.
4. No benefits shall be provided for any services rendered during a period of hospitalization which commenced prior to the effective date of this contract or prior to the expiration of any applicable waiting periods, nor shall benefits be provided under Sections I B 1 a or I B 2 unless the member is eligible for such benefits as of the date of admission to the hospital. Benefits for inpatient care shall be limited to those available on the date of admission. Successive hospital admissions shall be deemed to be continuous and to constitute a single admission if discharge from and readmission to a hospital shall occur within a ninety (90) day period.

2. Benefits shall be provided only for services rendered to the member while the subscriber is eligible in the group through which his subscription charges are paid, and shall be continued for the same condition for not more than twenty-four (24) months following the date on which the member first received services covered hereunder unless the need for treatment, other than routine evaluations or periodic check-ups and advice, can be substantiated objectively by definitive X-ray or laboratory examinations or by unequivocal observation.
3. No benefits shall be provided for services rendered after this contract is terminated except that if this contract is terminated while the member is receiving benefits as a hospitalized patient, benefits shall be provided for services rendered up to the date of discharge. If the patient is receiving benefits for the treatment of a *prolonged illness condition* on the date of termination, benefits as described in Sections I B 1 a and I B 2 shall be allowed for services within twenty-four (24) months of termination.

made by the presentation of received bills and other pertinent information directly to Blue Cross-Blue Shield within one (1) year from the date such services were rendered.

2. The member agrees that any and all medical and hospital records relating to the diagnosis, treatments, or service provided to the member shall be available to Blue Cross-Blue Shield to such extent as may be lawful.

III. General

- A. All matters of dispute as to whether or not services are medically necessary for the treatment of a condition, extent of benefits, diagnosis, or fees to be paid to physicians shall be referred to the Central Professional Service Committee of the Blue Shield Board of Directors. The decision of the Committee, arrived at in good faith, shall be a condition precedent to the commencement of any

action in any court, but not to any proceeding brought under Section 17 of Chapter 176A of the General Laws or Section 12 of Chapter 176B of the General Laws.

- B. The subscriber agrees on behalf of himself and other members, if any, under his contract, that Blue Cross-Blue Shield shall be subrogated to his or their rights to special damages for illness or injury caused by the alleged negli-

gence of any third person to the extent benefits provided hereunder exceed those described in Sections II D 1 a and b, and further agrees to execute any forms necessary to the accomplishment thereof.

If a member who is entitled to benefits hereunder is also entitled to benefits for the same services from other coverage provided through a group arrangement, the payment made for benefits in excess of those listed in Sections II D 1 a and b shall be that portion of the charges which is represented by the ratio of the amount payable hereunder for such services to the amount payable for such services under all coverages.

This contract shall terminate on the earliest of the following dates:

1. The date to which subscription charges have been paid following a notice from the subscriber of desire to terminate received by Blue Cross-Blue Shield at least fifteen (15) days prior to that date.
2. The date to which subscription charges have been paid, if the member is no longer eligible in the group through which the contract is issued.
3. The date to which subscription charges have been paid, if payment for a later period is not received by Blue Cross-Blue Shield ten (10) days after the due date.
4. The date to which subscription charges have been paid following notice by Blue Cross-Blue Shield to the *remitting agent* that the group in which the member is enrolled does not meet the minimum enrollment requirements, if such is the fact.
5. June 30, 1961 or any date thereafter following fifteen (15) days' prior written notice by Blue Cross-Blue Shield to the *subscriber or remitting agent*.

Waiting periods specified in Sections II A 1, 2, and 3 shall be reduced by the length of time any Blue Cross and Blue Shield basic certificates were in effect simultaneously, continuously, and immediately preceding the effective date of this contract. Only the period such basic contracts were on a family basis shall apply toward the maternity waiting period.

A subscriber no longer eligible in the group through which he is enrolled, a dependent member becoming ineligible for benefits under a *family contract*, or surviving dependent members following the death of the subscriber, may continue under any conversion contracts offered by Blue Cross and Blue Shield upon notice received by Blue Cross and Blue Shield within thirty (30) days of termination of coverage hereunder. If a member continues coverage under a family Blue Cross contract and is eligible for *obstetrical services* on the effective date of con-

version, benefits as described herein shall be allowed for *accommodations* and *included services* for hospitalization for delivery within ten (10) months from that date.

- G. All requests for adjustments and refunds must be filed on the forms of Blue Cross-Blue Shield through the *remitting agent*, if any. Adjustments shall be made in accordance with the regulations in force at the time the application for the adjustment is accepted by Blue Cross-Blue Shield. When effecting adjustments or refunds, Blue Cross-Blue Shield shall not charge or refund any amount involving less than one dollar (\$1) or involving a period of more than two (2) years.
- H. Any notice shall be sufficient when mailed by Blue Cross-Blue Shield to the subscriber, or *remitting agent* for delivery to the subscriber, at the latest address appearing on the records of Blue Cross-Blue Shield, and when mailed by the subscriber or remitting agent to Blue Cross-Blue Shield at its principal office in Boston, Massachusetts.
- I. Blue Cross and Blue Shield do not undertake to furnish a physician or dentist. A member shall be free to select or discharge any physician or dentist. A physician or dentist shall be free to provide or refuse service to any member. Nothing in the contract shall interfere with the ordinary relationship that exists in the community between a physician or dentist and his patient.
- J. It is understood that Blue Cross and Blue Shield in no way guarantee admission to a hospital or that any specific type of accommodation shall be available. If all beds of every classification in all reasonably accessible general, maternity, acute contagious disease, and mental hospitals are occupied at the time hospital admission of a member is sought, the responsibility of Blue Cross-Blue Shield shall be discharged by payment to the subscriber of a sum equal to the subscription charges paid by him for benefits for hospital services during the current twelve (12) month period, and such payment by Blue Cross and Blue Shield shall not affect the membership status of the subscriber. In support of any claim hereunder, the subscriber shall submit such affidavits as may be required.
- K. The member agrees that no action shall be brought against Blue Cross-Blue Shield for failure to provide benefits hereunder unless brought within two (2) years from the time the cause of action arises.
- L. If a member is eligible for credits under more than one Blue Cross-Blue Shield contract, benefits shall be extended under only one contract. Subscription charges paid for the other contract during any period of duplicate coverage shall be refunded in accordance with Section III G.

IV. Definitions

Accommodations shall mean and include bed, meals, dietary service, and general nursing service.

Blue Cross shall mean Massachusetts Hospital Service, Inc.

Blue Shield shall mean Massachusetts Medical Service.

Contract shall mean Master Medical Certificate, Riders, if any, the application card, and any Supplemental Agreements.

Family Contract shall mean that type of contract which includes the subscriber and any or all of the following: His or her spouse and children by birth, legal adoption, or legal guardianship, while such children are unmarried

and under the age of nineteen (19) years, and children who, upon becoming age nineteen (19) under this contract, are mentally or physically incapable of earning their own living, proof of which must be on file with Blue Cross-Blue Shield, and for whom an additional current rate approved by the Commissioner of Insurance is being paid.

- F. *Fee Schedule B* shall mean the Blue Shield schedule of indemnification designated "B" as approved by the Commissioner of Insurance.
- G. *Included Services* shall consist of the following:
 1. Use of operating, recovery, delivery, cystoscopic, accident, or other special rooms and their equipment.

2. All tests and examinations, such as laboratory, pathological, X-ray, electrocardiographic, electroencephalographic, basal metabolism, etc.

3. Use of special equipment on the hospital premises, such as orthopedic, cardiographic, and encephalographic equipment, incubators, inhalators, respirators, oxygen tents and masks, humidity therapy equipment; anesthesia supplies and equipment; equipment and supplies for X-ray examinations and therapy, radium and radon therapy, and for examinations and treatment with radioactive isotopes.

4. Services by persons with whom the hospital has a contractual arrangement, salary or otherwise, in conjunction with the use of the equipment specified in 3.

5. Drugs and medications as most currently listed in the "U. S. Pharmacopeia," "New and Nonofficial Drugs," and additions to the latter as published from time to time in the "Journal of the American Medical Association," or combinations of such listed or published drugs or medications.

6. Blood plasma, Red Cross blood service charge, and blood derivatives excluding packed red cells.

7. Medical and surgical supplies.

8. Appliances which are an integral part of a surgical procedure, such as artificial hip joints, skull plates, nails, pins, etc., but excluding such prosthetic devices as colostomy bags, artificial limbs, eyes, hearing aids, airplane splints, etc.

H. *Indemnity Benefit Member* shall mean any member who is covered under an *individual contract* and has a gross income from all sources of more than five thousand dollars (\$5,000), or covered under a *family contract* of two (2) members having a combined gross income from all sources of more than six thousand dollars (\$6,000), or covered under a family contract of three (3) or more members having a combined gross income from all sources of more than seven thousand five hundred dollars (\$7,500), during the twelve (12) consecutive months immediately preceding the initiation of the physician's or dentist's services.

I. *Individual Contract* shall mean that type of contract which includes only the *subscriber*.

J. *Major Endoscopies* shall include all examinations involving the insertion of an endoscope, except proctoscopy, sigmoidoscopy, anoscopy, or similar procedure.

K. *Major Surgical Procedure* shall mean any single surgical procedure or combination of surgical procedures for which the scheduled amount under Fee Schedule B is seventy-five dollars (\$75) or more.

L. *Medical Services* shall mean any generally accepted medical treatment not included under *surgical and obstetrical services* as herein defined.

M. *Member* shall mean each person eligible for benefits under a contract.

N. *Non-Participating Dentist* shall mean any oral or dental surgeon who is fully registered to practice dentistry but who has not entered into an agreement with Blue Shield to furnish services to its members.

O. *Non-Participating Hospital* shall mean a legally constituted general, maternity, or acute contagious disease hospital not having an agreement with Blue Cross.

P. *Non-Participating Physician* shall mean any physician who is fully registered to practice medicine and surgery but who has not entered into an agreement with Blue Shield to furnish services to its members.

Q. *Obstetrical Services* shall mean the delivery of one or more fetuses, the routine care of the mother and newborn including circumcision during confinement, and missions for false labor. It shall not mean such services if rendered more than sixty (60) days prior to the expected delivery date, or services rendered for the treatment of an unusual medical complication requiring substantial treatment over and above that customarily included in routine prepartum or postpartum care.

R. *Other Health Services* shall mean:

1. Physician's services not covered nor excluded elsewhere herein.
2. X-ray therapy not covered under Sections I A 5 I B 1 d.
3. Services of a Visiting Nurse Association.
4. Eighty percent (80%) of the charges of a private duty registered nurse who is not a first cousin or close relation of the subscriber or his spouse.
5. Drugs which cannot be dispensed without a prescription.
6. Physical therapy by a registered physical therapist.
7. Eighty percent (80%) of the cost of transportation of the patient within the continental United States or Canada by a professional ambulance service, railroad or regularly scheduled airline from the place where illness is contracted to a legally constituted hospital or sanitarium equipped to furnish special treatment incidental to such illness.
8. Inpatient or outpatient services by a licensed hospital not covered nor excluded elsewhere herein, or a licensed nursing home except the allowance for room and board shall not exceed eight dollars (\$8) a day.
9. Eighty percent (80%) of the purchase price of appliances or the total cost of their rental to the extent of the purchase price. The purchase price and rental cost of an appliance shall be those which pertain to the purchase or rental of the least expensive appliance of its type.
10. Laboratory and pathology services; oxygen and equipment necessary for its administration.

S. *Participating Dentist* shall mean any oral or dental surgeon who is fully registered by the Commonwealth of Massachusetts to practice dentistry and who has entered into an agreement with Blue Shield to furnish services as defined and limited herein to its members.

T. *Participating Hospital* shall mean any hospital with which Blue Cross has an agreement to provide services to its members.

U. *Participating Physician* shall mean any physician who is fully registered by the Commonwealth of Massachusetts to practice medicine and surgery and who has entered into an agreement with Blue Shield to furnish services as defined and limited herein to its members.

V. *Prolonged Illness Condition* shall mean any of the following conditions which has been verified by X-ray, laboratory, or similar objective determination:

1. Cancer in any of its manifestations.
2. Hemiplegia, paraplegia, quadriplegia, congenital spastic paralysis, and any other paralysis due to progressive myelitis or a similar disease of the central nervous system or to degeneration or other benign lesion of the spinal cord.

ent member only if the *family contract* has been in effect for twelve (12) consecutive months immediately preceding initiation of these services.

Deferred Benefits — Benefits shall be provided for the care or treatment of any pathological condition or structural deformity, including its manifestations or its complications, only after the patient has been a member under this contract for a period of twelve (12) consecutive months immediately preceding the date of hospitalization, or initiation of treatment if not hospitalized, except that this provision shall not apply to a member born under this contract or to any of the following conditions when it is the only condition treated and when there is no contributory or underlying pathology or defect:

- a. Acute, reportable, contagious diseases contracted after the effective date of the contract.
- b. Traumatic wounds during the period of emergency immediately following the causative accident but not including hernia, injuries due to lifting, bending, twisting, or similar bodily movements, or wounds that occur during the rendering of medical, surgical, or obstetrical services for which the patient is not entitled to benefits hereunder.
- c. Acute bacterial and viral inflammations which have exhibited no signs or symptoms prior to the effective date of the contract but not including sinusitis, bursitis, arthritis, neuritis, myositis, cholecystitis, or phlebitis.
- d. Acute, free perforation, as distinguished from penetration, of a hollow abdominal viscus when treated as an emergency with closure by suture.
- e. The first attack of acute coronary artery occlusion but only when verified conclusively by electrocardiogram, leukocyte count, and sedimentation rate.
- f. The first attack of acute cerebral artery occlusion or rupture.
- g. The first manifestation of a malignant neoplasm but not including those of the skin, subcutaneous areolar tissue, or lips.

Based on Treatment:

Physician's Services — No benefits shall be provided for consultations except when necessary for the treatment of a *prolonged illness condition*, nor shall benefits be provided for repetitious procedures, for simultaneous medical services by two (2) or more physicians, for medical services with surgical or obstetrical services except for unusual medical complications, or for surgical assisting and aftercare services for other than a *major surgical procedure*. Charges for these services may, however, be applied toward the twenty-five dollar (\$25) deductible specified in Section I B 3.

No benefits shall be provided for accommodations of other

h. The first manifestation of a benign neoplasm of the breast, trachea, bronchi, lungs, pleura, esophagus, stomach, intestines (other than rectum and anus), mesentery, pancreas, kidney, pituitary gland, pineal gland, carotid gland, brain, spinal cord, or meninges.

- 4. **Limitation on Known Conditions** — Subject to the waiting periods specified herein, benefits shall be limited to those described in Section I A for one hundred and twenty (120) days per admission or sixty (60) days in a licensed mental hospital and to outpatient services as described in Sections I B 1 b through g and I B 4, for the treatment of any condition for which the member sought or received medical advice or treatment prior to the effective date of this contract or of a Prolonged Illness or other Master Medical contract issued by Blue Cross and Blue Shield in effect immediately preceding this contract. This limitation shall not apply after all medical care and signs and symptoms of the condition have terminated for a period of at least ninety (90) consecutive days subsequent to such effective date.
- 5. **Dental Care** — No benefits shall be provided for dental care except for inpatient admissions when surgery is performed for the removal of impacted or unerupted teeth, seven (7) or more teeth are extracted, a fracture is reduced, a benign or malignant neoplasm other than a radicular cyst is excised, or when a medical condition requires that a patient be hospitalized for other dental care.
- 6. **External Defects** — No benefits shall be provided for the correction of external defects present prior to the effective date of the *contract*, except that this provision shall not apply to a member under nineteen (19) years of age who has been covered under a contract either since birth or for a period of twelve (12) consecutive months prior to the admission date. Benefits for an admission for the correction of a deviated septum shall be limited to three (3) days.
- 7. **Mental and Nervous Conditions** — No benefits other than those included under Sections I A and I B 1 g shall be provided for treatment of mental nervous conditions.

than the patient; whole blood or services of blood donors; radio, television, or telephone; eye glasses and hearing aids and examinations for the prescription and fitting thereof.

- 3. No benefits shall be provided for any admission or part of an admission which is principally for bed rest or for any services not necessary to the diagnosis or treatment of injury, sickness, or pregnancy.
- 4. No benefits in excess of fifty dollars (\$50) shall be provided to a member for X rays related to any one accident when undertaken in the hospital outpatient department or physician's office.

Others:

Services by a *non-participating hospital*, *non-participating physician*, or *non-participating dentist* within the Commonwealth of Massachusetts shall not be covered except for treatment of emergency illness or injury or quarantinable diseases, when no *participating hospital*, *participating physician*, or *participating dentist* is available.

- 2. Payment for services of physicians and dentists shall be made in accordance with Fee Schedule B, except as described in Section b below.
 - a. A *service benefit member* shall not be subject to an additional charge by a *participating physician* or *participating dentist* for services as defined and limited herein except as follows:

MASTER MEDICAL CERTIFICATE

I. Benefits Available

Subject to the definitions, limitations, and exclusions contained herein, any member covered by this *contract* is entitled to benefits from Blue Cross and Blue Shield as follows:

A. As a Hospitalized Bed Patient for an unlimited number of days in a licensed general, maternity, or acute contagious disease hospital and for sixty (60) days per admission in a licensed mental hospital:

1. Up to \$15 a day toward the hospital's charges for the accommodations occupied.
2. The entire amount of the hospital's maximum charges for *included services* furnished a member in other than private accommodations. A member occupying private accommodations is responsible for any difference between the hospital's charges to private and semiprivate patients.
3. *Surgical services*, including assisting and aftercare services for a *major surgical procedure*.
4. *Medical services*, including insulin or electric shock therapy.
5. Anesthesia services by other than the surgeon or surgical assistant, diagnostic X-ray services, X-ray therapy in lieu of surgery or for malignancy, and any generally accepted therapeutic or diagnostic procedure involving use of isotopes, radium, or radon seeds.
6. *Obstetrical services* to the extent of the amount set forth in Fee Schedule B for obstetrical delivery and up to one hundred dollars (\$100) toward the hospital's charges. Regular medical-surgical benefits shall be allowed for hospital's and physician's services rendered to the mother

if the delivery is by Caesarean section or the patient is treated for a serious complication which endangers his life. The newborn shall be entitled to medical-surgical benefits as follows:

- a. When the newborn undergoes a major surgical procedure.
- b. When the newborn weighs five (5) pounds or less at birth.
- c. When the newborn requires unusual medical care for a serious complication which endangers his life.

7. Oral *surgical services* including the excision of impacted or unerupted teeth and the regular extraction of seven (7) or more teeth.

8. Services of a private duty registered nurse, who is not first cousin or closer relation of the subscriber or his spouse, to the extent of eighty percent (80%) of customary charges, when ordered by the attending physician. For other than a *prolonged illness condition*, the maximum allowance shall not exceed one thousand dollars (\$1,000) per illness or injury. No benefits shall be provided for services of private duty registered nurses during hospitalization for a pelvic delivery.

B. As a Patient in the Outpatient Department of a Licensed Hospital, Physician's Office, or Patient's Home:

1. Benefits shall be provided for services as described in Sections I A 2 through 6 above for the following:
 - a. Continuation of treatment of a *prolonged illness condition* following discharge from the hospital.
 - b. *Surgical services* and necessary postoperative care.
 - c. Emergency service within forty-eight (48) hours following a traumatic injury.
 - d. X-ray therapy for malignancy or in lieu of surgery.
 - e. *Major endoscopies*.
 - f. Any generally accepted therapeutic or diagnostic procedure involving the use of isotopes, radium, or radon seeds.
 - g. Insulin or electric shock treatments.
2. For the treatment of a *prolonged illness condition*, benefits shall be provided for *other health services* following discharge from the hospital in the amount of one hundred percent (100%) of customary charges except for transportation, services of a registered nurse, and purchase of appliances for which benefits shall be eighty percent (80%) of such charges.
3. For the treatment of a condition other than a *prolonged illness condition*, benefits shall be provided for *other* health services excluding services of a private duty registered nurse except that the member is responsible for the first twenty-five dollars (\$25) of charges in each calendar quarter and twenty percent (20%) of the excess of such charges over twenty-five dollars (\$25). Any charges attributable to the twenty-five dollar (\$25) deductible incurred during the month preceding any quarter shall be considered as falling within that quarter and any payment made by the member under Section I B for X-ray services rendered during the same quarter may be applied toward the satisfaction of this twenty-five dollar (\$25) deductible.
4. Benefits for diagnostic X-ray services undertaken within a thirty (30) day period in the physician's office which are not covered in whole or in part or excluded elsewhere herein shall be provided subject to the member's responsibility for the greater of fifteen dollars (\$15) or fifty percent (50%) of the total amount derived from Fee Schedule B, or for an *indemnity benefit member*, fifty percent (50%) of charges customarily made by physicians in the community. When such services are rendered as a hospital service, benefits limited as above shall be based on the hospital's charges rather than Fee Schedule B or the physician's charges.

II. Conditions, Limitations, and Exclusions

A. Based on Diagnosis:

1. *Obstetrical Services* — Benefits for *obstetrical services* shall be provided only to a wife on a *family contract* which has been in effect for nine (9) consecutive months immediately preceding initiation of these services. No

benefits shall be allowed for services related to pregnancy except as described in Sections I A 6 and I B 4.

2. *Tonsils and Adenoids* — Benefits shall be provided for a tonsillectomy and adenoidectomy for a minor depend-

MASSACHUSETTS HOSPITAL SERVICE, INC.
MASSACHUSETTS MEDICAL SERVICE

RIDER MM 1R163

*To be attached to and form a part of
Master Medical Certificate
MM 1 4-1-60 Rev.*

**The provisions of Rider MM 1R153
(10-1-65) are hereby deleted.**

SECTION I A 6 IS AMENDED AS FOLLOWS:

The period after the word "charges" is changed to a comma and "except that, for any admission during which anesthesia services are rendered as a hospital *included* service, this amount shall be increased by the amount of the hospital charges for such anesthesia services not to exceed twenty dollars (\$20)." is added.

SECTION II A 1 IS AMENDED AS FOLLOWS:

The reference to "nine (9) consecutive months" is deleted and "eight (8) consecutive months" substituted therefor.

SECTIONS II A 2, 3, AND 6 ARE AMENDED AS FOLLOWS:

The references in each Section to "twelve (12) consecutive months" are deleted and "eight (8) consecutive months" substituted therefor.

SECTION II A 6 IS FURTHER AMENDED BY DELETING THE LAST SENTENCE.

SECTION II C 2 a 6) IS ADDED AS FOLLOWS:

When the *member* receives money or its equivalent as the result of a claim against a third party for loss or damages for personal injuries.

SECTION II C 4 IS AMENDED AS FOLLOWS:

The last period is changed to a comma and "except that this limitation shall not apply to readmissions for surgery or for treatment of an accidental injury." is added.

(see other side)

SECTION II C 5 IS AMENDED AS FOLLOWS:

J. Membership under this certificate is terminated on the first (1st) day of the month in which the member shall attain the age of sixty-five (65). Blue Cross and Blue Shield agree to permit a member so terminated to convert to a contract generally available to persons age sixty-five (65) or over. The responsibility for notifying Blue Cross and Blue Shield of the desire to continue membership shall rest solely upon the member.

SECTION II D 1 IS AMENDED AS FOLLOWS:

The word "hereunder" is deleted and "in excess of those listed in a. and b. below" substituted therefor.

SECTION IV E IS AMENDED AS FOLLOWS:

Add after the word "spouse" in line three (3) the following: "up to the first (1st) of the month during which he or she attains age sixty-five (65)."

MASSACHUSETTS HOSPITAL SERVICE, INC.



Raymond F. Neale

President

Henry Jones

Executive Director

MASSACHUSETTS MEDICAL SERVICE



George R. Dunlop

President

Charles H. Hayden

Executive Director

Incorporated under the laws of the Commonwealth of Massachusetts as Non-Profit Organizations.

MM 1R163 (7-1-66)

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: VII Appendices

DESCRIPTION: Blue Cross-Blue Shield Plan APPENDIX C (Continued)

EFFECTIVE DATE: May 24, 1966 APPROVED BY: Board of Directors

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: VII Appendices

DESCRIPTION: Retirement Plan

APPENDIX D

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

YOUR RETIREMENT INCOME PLAN

For Employees of the

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

Boston, Massachusetts

TO OUR EMPLOYEES:

In this pamphlet you will find a description of a retirement Plan and a supplemental death benefits program which have been adopted by our Board of Trustees for the benefit of our employees.

The retirement income under this Plan will be in addition to any payments you may receive from Social Security.

The benefits under this Plan are provided by a contract with the National Health and Welfare Retirement Association, Inc., of New York City, a non-profit organization which underwrites retirement and death benefits for personnel of non-profit health and welfare agencies.

We urge you to become familiar with the contents of this booklet so that you may know the advantages and benefits provided for you. We recommend that you keep the pamphlet, together with the certificate you will receive in a handy and safe location for future reference.

WHY THIS PLAN IS IMPORTANT TO YOU

It offers you future security.

It affords protection for your dependents.

Your own contributions accumulate at interest for your future.

Your employer contributes for your benefit, generally more than you do.

Underwritten by

National Health and Welfare
Retirement Association, Inc.

800 Second Avenue, New York 17, New York

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: VII Appendices

DESCRIPTION: Retirement Plan

APPENDIX D (Continued)

EFFECTIVE DATE. May 24, 1966

APPROVED BY: Board of Directors

HOW TO ESTIMATE YOUR RETIREMENT ANNUITY BENEFIT

The yearly amount of retirement annuity benefit in the normal form purchased for you from the Retirement Association for each full year that you are in the Plan will be equal to:

1-5/8% of your regular annual salary.

The total yearly amount of future service retirement annuity benefit in the normal form payable to you during each year for the rest of your life beginning at your normal retirement date will be the sum of all future service annuity benefits purchased in each year.

For example: An employee who enters the Plan at age 30 at a salary of \$3,100. annually and in later years receives salary increases as indicated below, will be entitled to the following benefits:

| Age | Average Rate of Yearly Salary | Average Unit of Benefit for Each Year | Years of Coverage | Yearly Benefit for Period of Coverage |
|-----------|----------------------------------|--|----------------------|--|
| 30-35 | \$3,600 | \$58.50 (1 5/8% x \$3,600)x | 5= | \$ 292.50 |
| 35-45 | 4,800 | 78.00 (1 5/8% x \$4,800)x | 10= | 780.00 |
| 45-55 | 6,000 | 97.50 (1 5/8% x \$6,000)x | 10= | 975.00 |
| 55-65 | 6,600 | 107.25 (1 5/8% x \$6,600)x | 10= | 1,072.50 |
| At Age 65 | | | | \$3,120.00 |

Any old age benefits under Federal Social Security to which you may be entitled are in addition to the benefits provided under this Retirement Plan.

You may estimate your own benefits at the end of this pamphlet.

CONTRIBUTIONS Your contributions will be equal to:
4-1/3% of your regular salary.

The employer's share of contributions generally greater in amount than those of the employees, will be the balance of the cost necessary to provide the future service retirement annuity.

Provision is also made for a supplemental death benefit which will be paid for by our organization.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: VII Appendices

DESCRIPTION: Retirement Plan

APPENDIX D (Continued)

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

ELIGIBLE EMPLOYEES

If you were or will be a regular employee on the date the Plan became effective, you become a participant as of that date or on a subsequent July 1, if at that time you:

- (1) Are at least age 21, but not age 60 or older

If you became a regular employee after the date the Plan became effective, you will be eligible to apply for coverage on the first enrollment date on which you:

- (1) Are at least age 21, but not age 60 or older.

A regular employee under age 65 who was a previous participant in any of the Plans underwritten by the Retirement Association is eligible without meeting the age and service requirements.

ENROLLMENT DATES

The enrollment dates for eligible employees are the effective date of the Plan and each July 1st. A previous participant enters the Plan on the first of the month coinciding with or next following his date of employment.

ANNUITY COMMENCEMENT DATE

The date on which payment of your retirement annuity benefit is due to begin is known as the "annuity commencement date". This date will be the normal retirement date unless election is made to have your annuity begin on another date.

A. Normal Retirement Age

Your normal retirement age is 65.

B. Earlier Retirement

If your services terminate, arrangements may be made for you to begin receiving your retirement income as early as age 50, subject to our rules and those of the Retirement Association. If you do draw your benefit before the normal retirement date, you may receive either of the following:

- (1) A constant amount to continue throughout your lifetime.
This amount will be smaller than that payable at the

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: VII Appendices

DESCRIPTION: Retirement Plan

APPENDIX D (Continued)

EFFECTIVE DATE: May 24, 1966

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normal retirement date principally because of the shorter period during which contributions will have been paid into the Plan and because of the longer period during which your retirement benefits will be paid to you.

(2) Amounts coordinated with your Social Security benefits; that is, an amount greater than that provided in (1) above before Social Security payments begin and a decreased amount thereafter. The effect of this optional arrangement is to produce, insofar as practicable, a uniform total retirement income from both sources.

C. Later Retirement

Ordinarily you will not be permitted to remain in service after normal retirement age. If your services should be continued, arrangements may be made to postpone commencement of your retirement annuity to a later age, but in no event after age 75. The amount payable at a later retirement date is greater than that payable at the normal retirement date. All contributions cease at your normal retirement date.

DEATH BENEFITS

If you should die before your annuity commencement date, your beneficiary will receive an amount consisting of your own contributions plus credited compound interest.

If you and our organization are contributing at the time of your death, your beneficiary will also receive an amount equal to your annual rate of salary in effect as of the effective date of the Plan or the last July 1, subject to certain maximum underwriting limits.

If you should die after your annuity commencement date, the death benefit, if any, will be determined by the form of annuity elected by you. (See "Forms of Retirement Annuity Benefits.")

LEAVE OF ABSENCE

Ordinarily, participation in the Plan will be continued during a leave of absence with pay and will be suspended during leave without pay, subject to our rules and those of the Retirement Association. Leave of absence does not constitute termination of employment. If your participation had been suspended during a leave, you will resume participation upon return to your job.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: VII Appendices

DESCRIPTION: Retirement Plan

APPENDIX D (Continued)

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

IF YOU LEAVE OUR EMPLOYMENT

If your services with us should end before your normal or earlier retirement date, you have the right to elect any one of the following:

- (1) You may be credited with a retirement annuity benefit to begin at your annuity commencement date. The entire amount of your annuity benefit purchased by your own contributions, and the contributions made by our organization, will remain to your credit.
- (2) You may, subject to the consent of the Retirement Association, continue to increase your retirement income described in (1) by continuing contributions. Your contributions would be in amounts agreed upon by you and the Retirement Association, but not less than \$10.00 per month.
- (3) At any time prior to your normal or earlier retirement date, you may withdraw your own contributions.

***** The ABCD, Inc., Board of Directors passed the following motion on October 23, 1963 which will make available to employees of more than two years duration contributions made to their account by ABCD:

Voted: That an employee in good standing who voluntarily terminates employment with Action for Boston Community Development, Inc., after two full years of employment, and who elects to receive his employee contributions to the National Health and Welfare Retirement Association in direct payment in lieu of pension benefits, will be eligible to receive that amount of employer (ABCD) contributions made to his account by ABCD and refunded to ABCD by the National Health and Welfare Retirement Association. *****

FORMS OF RETIREMENT ANNUITY BENEFIT

Normal Form - If you do not elect an optional form your annuity will be paid in the normal form, providing an income to you for life. If you should die before you have received the equivalent of 100 monthly payments, that portion of the retirement annuity benefit purchased by your own contributions will be continued to your beneficiary for the balance of the 100-month period. That portion of the benefit purchased by our organization's contributions ceases with your death.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: VII Appendices

DESCRIPTION: Retirement Plan

APPENDIX D (Continued)

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

Optional Forms - There are three optional forms of benefit available:

- (1) Life Annuity Form - This form will provide a slightly larger benefit than that payable under the normal form, but the payments cease with your death.
- (2) 100 Months Certain and Life Annuity Form - The benefit under this form will be slightly less than that under the normal form. If you should die before you have received payments for 100 months, the same amount of annuity, including the benefits purchased by both your contributions and those of our organization, will be continued to your beneficiary for the balance of the 100-month period.
- (3) Contingent Annuitant Form - This form will provide an annuity in a reduced amount which will be paid to you for life and continue in whole or in part to a person you specify, as long as such person may survive you. This optional form is not operative if the benefit is less than \$10.00 a month.

REQUIREMENTS FOR ELECTION OF OPTIONAL FORMS

The 100 Months Certain or Contingent Annuitant forms should be elected at least five years before your normal or earlier retirement date or within 90 days after the date you become covered in the Plan, if on that date you are already within the five-year time limit. Otherwise, the consent of the Retirement Association is necessary.

HOW TO JOIN

You sign an application form authorizing the required deductions from your pay and name a beneficiary to receive any sum due in event of your death. In joining the Plan you agree to continue as a participant while you are an eligible employee of our organization.

CONTINUATION OF THE PLAN

Our Board expects to continue this Plan indefinitely. The right to modify, suspend or discontinue it, however, is reserved by the Board.

If the Plan should be modified or if the retirement annuity purchases should ever be temporarily suspended, your rights to the annuity benefits purchased on your account prior to such date would not be adversely affected.

If the Plan should be discontinued, the benefits purchased prior to the effective date of discontinuance would remain to your credit.

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.

SECTION: VII Appendices

DESCRIPTION: Retirement Plan

APPENDIX D (Continued)

EFFECTIVE DATE: May 24, 1966

APPROVED BY: Board of Directors

REFUND OF RETIREMENT CONTRIBUTIONS

An employee in good standing who voluntarily terminates employment with Action for Boston Community Development, Inc., after two full years of employment, and who elects to receive his employee contributions to the National Health and Welfare Retirement Association in direct payment in lieu of pension benefits, will be eligible to receive that amount of employer (ABCD) contributions made to his account by ABCD and refunded to ABCD by the National Health and Welfare Retirement Association.

